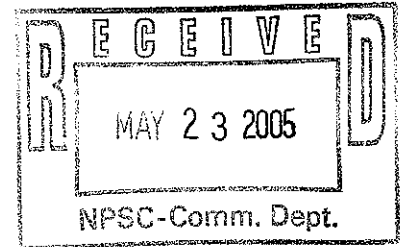


EXHIBIT 2

C-3429



**INTERCONNECTION AND RECIPROCAL
COMPENSATION AGREEMENT**

BETWEEN

SOUTHEAST NEBRASKA TELEPHONE COMPANY

AND

SPRINT COMMUNICATIONS, L.P.

TABLE OF CONTENTS

	Page
I. Article I.....	1
1.0 INTRODUCTION	1
2.0 RECITALS	1
II. Article II.....	1
1.0 DEFINITIONS	1
2.0 INTERPRETATION AND CONSTRUCTION.....	4
3.0 SCOPE.....	4
4.0 SERVICE AGREEMENT	5
5.0 COMPENSATION	6
6.0 NOTICE OF CHANGES.....	7
7.0 GENERAL RESPONSIBILITIES OF THE PARTIES	8
8.0 TERM AND TERMINATION.....	8
9.0 CANCELLATION CHARGES.....	9
10.0 NON-SEVERABILITY.....	9
11.0 INDEMNIFICATION	9
12.0 LIMITATION OF LIABILITY	10
13.0 DISCLAIMER.....	11
14.0 REGULATORY APPROVAL.....	11
15.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION.....	11
16.0 MOST FAVORED NATION PROVISION.....	12
17.0 MISCELLANEOUS	12
18.0 DISPUTE RESOLUTION.....	17

I. Article I

1.0 INTRODUCTION

This Interconnection and Reciprocal Compensation Agreement ("Agreement") shall be effective as of _____, 2005 (the "Effective Date"), by and between Southeast Nebraska Telephone Company ("SENTCO") with its principal place of business at 110 West 17th Street, Falls City, Nebraska 68355 and Sprint Communications, L. P., a Delaware limited partnership with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251 ("Sprint").

2.0 RECITALS

WHEREAS, SENTCO is an incumbent Local Exchange Carrier providing Telephone Exchange Service and Exchange Access in the State of Nebraska;

WHEREAS, Sprint is authorized by the Commission to provide competitive local exchange telecommunications service within the State of Nebraska;

WHEREAS, SENTCO and Sprint wish to establish Interconnection and Reciprocal Compensation arrangements for exchanging traffic as specified below;

WHEREAS, SENTCO certifies that it is a rural telephone company and is exempt from Section 251(c) pursuant to Section 251(f) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act");

WHEREAS, Sprint confirms to SENTCO that its request for interconnection with SENTCO was only intended to address the interconnection obligations under Section 251(a) and (b) of the Act and the procedures for negotiation, arbitration and approval of agreements under Section 252 of the Act;

WHEREAS, Sections 251 and 252 of the Act have specific requirements for Interconnection, and the Parties intend that this Agreement meets these requirements.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SENTCO and Sprint hereby agree as follows:

II. Article II

1.0 DEFINITIONS

Special meanings are given to common words in the telecommunications industry, and coined words and acronyms are common in the custom and usage in the industry. Words used in this contract are to be understood according to the custom and usage of the telecommunications industry, as an exception to the general rule of contract interpretation that words are to be

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

understood in their ordinary and popular sense. In addition to this rule of interpretation, the following terms used in this Agreement shall have the meanings as specified below:

- 1.1. "Act" means the Communications Act of 1934, as amended.
- 1.2. "Affiliate" means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or the equivalent thereof) of more than 10 percent.
- 1.3. "End Office Switch" means a switch used to provide Telecommunications Service to subscribers and may include, but is not limited to one of the following:
 - (a) "Stand-Alone End Office Switch" is a switch in which the subscriber station loops are terminated for connection to either lines or trunks. The subscriber receives terminating, switching, signaling, transmission, and related functions for a defined geographic area by means of a Stand-Alone End Office Switch.
 - (b) "Remote End Office Switch" is a switch in which the subscriber station loops are terminated. The control equipment providing terminating, switching, signaling, transmission, and related functions would reside in a Host End Office Switch. Local switching capabilities may be resident in a Remote End Office Switch.
 - (c) "Host End Office Switch" is a switch with centralized control over the functions of one or more Remote End Office Switches. A Host End Office Switch can serve as a Stand-Alone End Office Switch as well as providing services to other Remote End Office Switches requiring terminating, signaling, transmission, and related functions including local switching.
- 1.4. "Commission" means the Public Service Commission of Nebraska.
- 1.5. "Effective Date" means the date first above written.
- 1.6. "End User or End User Customer" means the residence or business subscriber that is the ultimate user of Telecommunications Services provided by either of the Parties or by a third-party telecommunications carrier. **[NOTE: SENTCO's position is that a period should be placed following the word "Parties".]**
- 1.7. "Exchange Access" has the meaning given in the Act.
- 1.8. "FCC" means the Federal Communications Commission.
- 1.9. "Interconnection" for purposes of this Agreement is the linking of SENTCO and Sprint networks for the exchange of Local Traffic described in this Agreement.
- 1.10. "Interexchange Carrier" or "IXC" means a Telecommunications Carrier that

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

provides Telephone Toll Service, as defined in the Act

1.11. "ISP Bound Traffic" means traffic that is originated on the network of either of the Parties and is transmitted to or returned from the Internet at any point during the duration of the transmission; provided, however, that ISP Bound Traffic shall not include voice traffic.

1.12. "Local Service Area" means, the certified exchange service area within which SENTCO is authorized by the Commission to provide Telephone Exchange Service.

1.13. "Local Traffic" is defined for all purposes under this Agreement as traffic that is originated by and terminated to End Users physically located within the Local Service Area. Local Traffic includes traffic exchanged between the parties when some portion of such traffic is circuit switched but does not include ISP Bound Traffic.

1.14. "Local Exchange Carrier" or "LEC" is as defined in the Act.

1.15. "Non-Local Traffic" means any traffic that is not Local Traffic as defined above, but does not include ISP Bound Traffic.

1.16. "NPA" or the "Number Plan Area" also referred to as an "area code" refers to the three-digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is routed (i.e., NPA/NXX-XXXX).

1.17. "NXX" means the three-digit code, which appears as the first three digits of a seven-digit telephone number within a valid NPA or area code.

1.18. "Party" means either SENTCO or Sprint, and "Parties" means SENTCO and Sprint.

1.19. "Point of Interconnection" ("POI") means that technically feasible point of demarcation located within SENTCO's network where the exchange of Local Traffic between the Parties takes place.

1.20. "Rate Center" means the specific geographic point and corresponding geographic area that is associated with one or more NPA-NXX codes that have been assigned to an incumbent LEC for its provision of Telecommunications Service.

1.21. "Reciprocal Compensation" means an arrangement between two carriers in which each receives compensation from the other carrier for the transport and termination on each carrier's network of Local Traffic, as defined in Section 1.13 above. **[NOTE: SENTCO requests the addition of the phrase "that originates on the network facilities of the other carrier" at the end of the preceding sentence.]**

1.22. "Telecommunications" has the meaning given in the Act.

1.23. "Telecommunications Carrier" has the meaning given in the Act.

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

- 1.24. "Telecommunications Service" has the meaning given in the Act.
- 1.25. "Telephone Exchange Service" has the meaning given in the Act.
- 1.26. "Telephone Toll Service" has the meaning given in the Act.
- 1.27. "Termination" means the switching of Local Traffic at the terminating carrier's End Office Switch, or equivalent facility, and delivery of such traffic to the called party.
- 1.28. "Transport" means the transmission of Local Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the Parties to the terminating carrier's End Office Switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument or other third party offering, guide or practice, statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of a rule or tariff as amended and supplemented from time-to-time (and, in the case of a statute, regulation, rule or tariff, to any successor provision). The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the conflicting provision contained in this Agreement shall prevail.

3.0 SCOPE

- 3.1. This Agreement is intended, inter alia, to describe and enable specific Interconnection and Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.
- 3.2. This Agreement sets forth the terms, conditions, and rates under which the Parties agree to interconnect their networks for purposes of exchanging Local Traffic originated by the Parties' respective End Users.
- 3.3. Sprint represents that it is a provider of Telecommunications Service to End Users in Nebraska. Sprint's NPA/NXXs are listed in Telcordia's Local Exchange Routing Guide ("LERG"), and this Agreement shall apply to all Operating Company Numbers ("OCN") assigned to Sprint.
- 3.4. This Agreement is limited to SENTCO End Users' traffic for which SENTCO has

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

tariff authority to carry. SENTCO's NPA/NXXs are listed in the LERG under OCN 1591, in the State of Nebraska.

3.5. The traffic that is exchanged between the Parties through an Interexchange Carrier, on a toll basis, is not Local Traffic and is not subject to this Agreement, but rather is subject to Section 251(b)(3) and 251(g) of the Act.

4.0 SERVICE AGREEMENT

This Agreement provides for the following interconnection and arrangements between the networks of SENTCO and Sprint. Routing of traffic shall be as described in this section, except that, alternatives may be employed in the event of emergency or temporary equipment failure.

4.1. The Parties shall physically connect their networks via dedicated connections/circuits at the POI. Each Party shall be solely responsible for the cost and operation of the facilities to its side of the POI. The Parties acknowledge that options are available to each Party to accomplish such connections to the POI. These options include provision of dedicated circuits by the Party, provision of dedicated circuits arranged through third parties, or tariffed service offerings by SENTCO to the extent that Sprint so elects. If any third party is used by a Party to arrange for dedicated connection to the POI, such Party, in addition to bearing all costs associated with the use of such third party's network, shall be solely responsible for such third party's activities to accomplish such connection. If a Party elects to utilize a third party pursuant to this section, the other Party agrees to work cooperatively with such third party to establish and maintain the physical connection at the POI in a manner that is consistent with then existing industry technical standards.

4.2. Unless the Parties otherwise mutually agreed, all Local Traffic exchanged between the Parties shall be transmitted on trunks solely dedicated to such Local Traffic. Neither Party may terminate intra-LATA or inter-LATA toll switched access traffic or originate toll-free traffic over dedicated Local Traffic trunks. N11 codes (including but not limited to, 411, 611, & 911) shall not be sent between the Parties' networks via Local Traffic trunk groups. Local Traffic exchange shall be provided via two-way trunks where technically and operationally feasible unless both Parties agree to implement one-way trunks.

The Parties will cooperatively develop joint forecasting for traffic utilization over Local Traffic trunk groups provided pursuant to this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. The Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Inter-company forecast information will be exchanged by the Parties upon reasonable request. The capacity of facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties.

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

4.3. The Parties agree to exchange Local Traffic in a manner that is consistent with their respective duties to comply with applicable dialing parity requirements associated with such traffic.

5.0 COMPENSATION

5.1. Reciprocal Compensation is applicable for Transport and Termination of Local Traffic as defined in Section 1.13 and is related to the exchange of traffic described in Section 4. For the purposes of billing compensation for Local Traffic, billed minutes will be based upon records/reports provided by third parties or actual recorded usage. Measured usage begins when the terminating recording End Office Switch receives answer supervision from the called End User and ends when the terminating End Office Switch receives or sends disconnect (release message) supervision, whichever occurs first. The measured usage is aggregated at the end of the measurement cycle and rounded to a whole minute. Billing for Local Traffic shall be based on the aggregated measured terminating usage to SENTCO less traffic recorded as local that is Non-Local Traffic. Notwithstanding any provision to the contrary set forth herein, the Parties agree that Reciprocal Compensation for Transport and Termination of Local Traffic shall be determined on the basis of actual recorded usage. Further, and notwithstanding any provision to the contrary set forth herein, the Parties agree to exchange ISP Bound Traffic in accordance with Section 5.2.

5.2. The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the FCC in CC Docket No. 96-98 on April 27, 2001. Specifically, SENTCO has not offered or adopted the FCC's rate caps as set forth in that Order; pursuant to paragraph 81 of that Order, SENTCO is required to pay intercarrier compensation for ISP Bound Traffic on a bill and keep basis. Further, the Parties acknowledge that because they did not exchange any ISP Bound Traffic pursuant to an interconnection agreement prior to the date of the above-referenced Order, all minutes of ISP Bound Traffic are to be exchanged on a bill and keep basis between the Parties in accordance with paragraph 81 of the Order, such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic.

5.3. The rate for Reciprocal Compensation shall be \$0.024 per minute.

5.4. Non-Local Traffic shall be terminated to a Party subject to that Party's tariffed access charges. Each Party warrants and represents that it will not provision any of its services or exchange any traffic hereunder in a manner that permits the unlawful avoidance of the application of intrastate or interstate access charges by any other party including, but not limited to, third party carriers, aggregators and resellers. Each Party also agrees to take all reasonable steps to terminate any service to an End User that permits such End User to unlawfully avoid the application of access charges by the other Party. Telecommunications traffic to or from End Users that originates or terminates in areas other than the Local Service Area is subject to intrastate or interstate access charges regardless of whether the traffic may have been converted to Internet Protocol or any other transmission protocol during the routing and transmission of the call.

5.5. The following provisions shall apply to calculation of payments and billings:

5.5.1. SENTCO will compensate Sprint for Local Traffic delivered by SENTCO to Sprint for termination, as prescribed in Section 5.1, at the rate provided in Section 5.3, above. Sprint will compensate SENTCO for Local Traffic delivered to SENTCO for termination to SENTCO's End Users as prescribed in Section 5.1 at the rate provided in Section 5.3. As applicable, the Parties will compensate each other for Non-Local Traffic at the rates provided in Section 5.4

5.5.2. Each Party shall prepare monthly billing statement(s) to the other Party, that will separately reflect the calculation of Reciprocal Compensation payable pursuant to Sections 5.1 and 5.3 and access charges pursuant to Section 5.4.

6.0 NOTICE OF CHANGES

If a Party contemplates a change in its network, which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1. The Parties are each solely responsible for participation in and compliance with national network plans, including The National Network Security Plan and The Emergency Preparedness Plan. Each Party shall solely be responsible for its Communications Assistance for Law Enforcement Act ("CALEA") enforcement-related activity. Each Party shall also ensure that it takes all actions necessary for a full response to any CALEA and/or other law enforcement-related inquiry related in any manner to the originating/terminating traffic from an End User it serves and that such actions are completed in a timely manner. In the event that either Party fails to comply with any one or more of these obligations and an action is brought or costs imposed upon the other Party, the Party that failed to comply shall indemnify the other Party pursuant to the requirements of Section 11.0 of this Agreement. Neither Party shall use any service provided pursuant to this Agreement in any manner that prevents other persons from using or adversely impacts their Telecommunications Service, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.2. Both Parties agree to utilize SS7 Common Channel Signaling ("SS7") between their respective networks for the exchange of traffic addressed in this Agreement in order to track and monitor the traffic that is being exchanged at the POI. Both Parties shall provide SS7 connectivity in accordance with accepted industry practice and standard technical specifications, and shall exchange all originally-generated SS7 messages for call set-up, including without limitation, ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages, and SS7-based features and functions between their respective networks, including CLASS features and functions.

7.3. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG")

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

listings of the Common Language Location Identifier ("CLLI") assigned to its switches.

7.4. 911/E911. Each Party is solely responsible for the receipt and transmission of 911/E911 traffic originated by End Users of its Telephone Exchange Service. The Parties acknowledge that calls to 911/E911 services shall not be routed over the interconnection trunk group(s). To the extent that a Party incorrectly routes such traffic over such arrangements, that Party shall fully indemnify and hold harmless the other Party for any claims, including claims of third parties, related to such calls.

8.0 TERM AND TERMINATION

8.1. Subject to the provisions of Section 14, the initial term of this Agreement shall be for a one (1) year term (the "Initial Term"), which shall commence on the Effective Date, and thereafter shall continue on a month to month basis, unless terminated or modified pursuant to the terms and conditions of this Agreement.

8.2. Either Party may request this Agreement to be renegotiated at any time after the expiration of the Initial Term. The Party desiring renegotiation shall provide written notice to the other Party. Not later than thirty (30) days following receipt of such notice, the receiving Party will acknowledge receipt of the written notice and the Parties will commence negotiation, which shall be conducted in good faith, except in cases in which this Agreement has been terminated for default. Provided the Parties are pursuing negotiation or arbitration of a new Agreement, this Agreement will continue in full force and effect until such new Agreement is effective.

8.3. If, within one hundred and thirty-five (135) days following the date of written notice of desire to renegotiate referred to in the preceding section, the Parties are unable to negotiate new terms, conditions and prices for a new agreement between the Parties, either Party may petition the Commission to establish appropriate terms, conditions and prices for such new agreement pursuant to 47 U.S.C. § 252. Any pricing terms and conditions of the new agreement between the Parties arrived at through negotiation and/or arbitration shall be retroactively effective as of the date of the written request seeking renegotiation. Unless the Parties otherwise mutually agree, true-ups or adjustments arising from any new pricing terms and conditions shall be implemented as of the effective date of the new agreement described herein.

8.4. The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

8.4.1. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, within thirty (30) days of its receipt of the invoice containing such disputed amount, give written notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party. The Parties will work together in good faith to resolve issues relating to the disputed amounts. If the

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

dispute is resolved such that payment of the disputed amount is required, whether for the original full amount or for the settlement amount, the Non-Paying Party shall pay the full disputed or settlement amounts with interest at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Nebraska's applicable law. In addition, the Billing Party may initiate a complaint proceeding with the appropriate regulatory or judicial entity, if unpaid undisputed amounts become more than 90 days past due, provided the Billing Party gives an additional 30 days notice and opportunity to cure the default.

8.4.2. Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under Nebraska's applicable law.

8.4.3. Undisputed amounts shall be paid within thirty (30) days of receipt of invoice from the Billing Party.

8.5. Upon termination or expiration of this Agreement in accordance with this section:

- (a) Each Party shall comply immediately with its obligations as set forth in Section 8.2 above;
- (b) Each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement;
- (c) Each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.6. Either Party may terminate this Agreement in whole or in part in the event of a default of the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not implement mutually acceptable steps to remedy such alleged default within thirty (30) days after receipt of written notice thereof.

9.0 CANCELLATION CHARGES

Except as provided herein, no cancellation charges shall apply.

10.0 NON-SEVERABILITY

10.1. The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

10.2. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

11.0 INDEMNIFICATION

11.1. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against loss, cost, claim, liability, damage, and expense (including reasonable attorney's fees) to End Users and other third parties for:

- (a) damage to tangible personal property or for personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;
- (b) claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications or the communications of such Indemnifying Party's End Users; and
- (c) claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Notwithstanding this indemnification provision or any other provision in the Agreement, neither Party, nor its parents, subsidiaries, affiliates, agents, servants, or employees, shall be liable to the other for Consequential Damages (as defined in Section 12.3).

11.2. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by End Users or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand in the event:

- (a) The Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense.
- (b) The Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

11.3. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

11.4. Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's approval.

12.0 LIMITATION OF LIABILITY

12.1. No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants, employees, officers, directors, or partners for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, terminating, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.

12.2. Except as otherwise provided in Section 11.0, no Party shall be liable to the other Party for any loss, defect or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

12.3. Except as otherwise provided in Section 11.0, no Party shall have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages.

13.0 DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, NEITHER PARTY ASSUMES ANY RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY THE OTHER PARTY WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD-PARTY.

14.0 REGULATORY APPROVAL

The Parties understand and agree that this Agreement will be filed with the Commission. Each Party covenants and agrees to fully support approval of this Agreement by the Commission. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative,

regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

15.0 PENDING JUDICIAL APPEALS AND REGULATORY RECONSIDERATION

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment to the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, Amended Rules), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

16.0 MOST FAVORED NATION PROVISION

Nothing in this Agreement shall alter or affect the rights of either Party pursuant to Section 252(i) of the Act.

17.0 MISCELLANEOUS

17.1. Authorization.

17.1.1. SENTCO is a corporation duly organized, validly existing and in good standing under the laws of the State of Nebraska and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

17.1.2. Sprint Communications, L.P. is a limited partnership duly organized, validly existing and in good standing under the laws of the state of Delaware, authorized to do business in the state of Nebraska and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to any necessary regulatory approval.

17.2. Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

17.3. Independent Contractors. Neither this Agreement, nor any actions taken by Sprint or SENTCO in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Sprint and SENTCO, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Sprint or SENTCO in compliance with this Agreement, shall create a contractual, agency,

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

or any other type of relationship or third party liability between Sprint and SENTCO end users or others.

17.4. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected (collectively, a "Force Majeure Event"). If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take all reasonable steps to correct the force majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition shall be abated and shall resume without liability thereafter.

17.5. Record Retention. During the Initial Term and any extended period that this Agreement is in effect, and within forty-five (45) days of a written request from either Party (the "Requesting Party"), the other Party (the "Providing Party") shall provide one complete month of all the call records associated with the traffic subject to Section 5.1, 5.2 and 5.4 (the "Test Month") that the Providing Party delivers to the Requesting Party through the Point of Interconnection ("POI") established under the Agreement; provided, however, that the Test Month selected shall not be older than 12 months from the date of the request. The call records shall conform to the then prevailing industry standard record format (or such other standard industry format as established from time to time). The first request in a given year of a Requesting Party for the call records of the Providing Party shall be provided to the Requesting Party at no charge. Any reasonable costs associated directly with additional requests in that same year for call records shall be borne by the Requesting Party, provided, however, that the Requesting Party is not required to pay such costs if it demonstrates that at least 30% of the traffic associated with those records falls outside of Section 5.1 of this Agreement. Each Party shall reasonably cooperate with the other in any investigation under this Section.

17.6. Confidentiality.

17.6.1. Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, or agents (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Proprietary Information, if written, shall be clearly and conspicuously marked "Confidential" or "Proprietary" or other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, such information: (1) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used by those persons only for such purposes; and (iii) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of such use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law, upon advice of counsel, only in accordance with Section 17.6.2 of this Agreement.

17.6.2. If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may then seek appropriate protective relief from all or part of such requirement. The Receiving Party shall use all commercially reasonable efforts to cooperate with the Disclosing Party in attempting to obtain any protective relief, which such Disclosing Party chooses to obtain.

17.6.3. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

17.7. Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Commission, the exclusive jurisdiction for all such claims shall be with the Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, this Agreement shall be governed by the domestic laws of the State of Nebraska without reference to conflict of law provisions.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

17.8. Taxes. Each Party purchasing services hereunder shall pay or otherwise be

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide such sale for resale tax exemption certificate will result in no exemption being available to the purchasing Party.

17.9. Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party, unless the Party which is not the subject of the sale or transfer reasonably determines that the legal structure of the transfer vitiates any such need, it will require as a condition of such transfer that the transferee agree to be bound by this Agreement with respect to services provided over the transferred facilities. Except as provided in this paragraph, neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

17.10. Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

17.11. Notices.

17.11.1. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

Sprint:

Sprint Communications, L.P.
6450 Sprint Parkway
Overland Park, Kansas 66251
Attn: Director, Wholesale and
Interconnection Management
Phone Number: 913-315-9081

SENTCO:

Southeast Nebraska Telephone Co.
110 West 17th Street
Falls City, NE 68355
Attn: Elizabeth A Sickel, VP/Gen. Mgr
Phone Number: 402-245-4451
Fax Number: 402-245-4770

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

With a copy to:
Paul M. Schudel
Woods & Aitken, LLP
301 South 13th Street, Suite 500
Lincoln, Nebraska 68508
Phone Number: 402-437-8500
Fax Number: 402-437-8558

Or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; (iii) three (3) days after mailing in the case of certified U.S. mail.

17.11.2. In order to facilitate trouble reporting and to coordinate the repair of Interconnection Facilities, trunks, and other interconnection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24-Hour Network Management Contact:

For SENTCO:

NOC/Repair Contact Number: 402-245-4451 (Mon.-Fri. 8-5);
After Hours: 402-245-4905 or 402-245-2728 or 402-245-4577
Facsimile Number: 402-245-4770

For Sprint:

NOC/Repair Contact Number: 1-888-862-8293

Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

17.12. Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

17.13. Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

17.14. No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party; nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, in the name of, or on behalf of the other Party, unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

17.15. No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

17.16. Technology Upgrades. Nothing in this Agreement shall limit either Parties' ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided it is to industry standards, and that the Party initiating the update shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which will materially impact the other Party's service. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

17.17. Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein, and constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an officer of each Party.

18.0 DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the State Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.1. Informal Resolution of Disputes. At the written request of a Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.2. Formal Dispute Resolution. If negotiations pursuant to Section 18.1 fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

18.3. Continuous Service. The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations (including making payments in accordance with Section 4, 5, and 6) in accordance with this Agreement.

Interconnection and Reciprocal Compensation Agreement between
Southeast Nebraska Telephone Company and Sprint Communications, L.P.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
as of the dates listed below.

Sprint Communications, L.P.

Southeast Nebraska Telephone Company

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____